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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ED WILSON, an individual

Plaintiff,

v.

CMG MEDIA CORPORATION d/b/a
COX MEDIA GROUP, a Delaware
corporation; APOLLO GLOBAL
MANAGEMENT, INC., a Delaware
corporation; COX REPS, INC., a
Delaware corporation; HOUSTON
MCCURRY, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No. 2:23-cv-09492-JLS-BFM

**STIPULATED PROTECTIVE
ORDER**

[DISCOVERY MATTER]

Judge: Hon. Josephine L. Staton

Second Amended Complaint Served:
May 16, 2024

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1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (“Order”). The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, valuable market research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to

adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable and necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and to serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good-faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: the above-captioned pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
6 the disclosure of which to another Party or Non-Party would create a substantial risk
7 of serious harm that could not be avoided by less restrictive means.

8 2.9 In-House Counsel: attorneys who are employees of a party to this
9 Action. In-House Counsel does not include Outside Counsel of Record or any other
10 outside counsel.

11 2.10 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees of a party
14 to this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party, and includes support staff.

17 2.12 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, In-House Counsel, and Outside Counsel of
19 Record (and their support staffs).

20 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.14 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.”

1 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3
4 3. SCOPE

5 The protections conferred by this Order cover not only Protected Material (as
6 defined above), but also (1) any information copied or extracted from Protected
7 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
8 and (3) any testimony, conversations, or presentations by Parties or their Counsel that
9 might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the
11 district judge or the magistrate judge. This Order does not govern the use of Protected
12 Material at trial.

13
14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
19 or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23
24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.
26 Each Party or Non-Party that designates information or items for protection under
27 this Order must take care to limit any such designation to specific material that
28 qualifies under the appropriate standards. The Designating Party must designate for

1 protection only those parts of material, documents, items, or oral or written
2 communications that qualify so that other portions of the material, documents, items,
3 or communications for which protection is not warranted are not swept unjustifiably
4 within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (e.g., to unnecessarily encumber the case development process or to impose
8 unnecessary expenses and burdens on other parties) may expose the Designating
9 Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection, that Designating Party must
12 promptly notify all other Parties in writing that it is withdrawing the inapplicable
13 designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY" (hereinafter "CONFIDENTIAL legend" or "AEO legend"), to each page that
25 contains Protected Material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly identify the protected
27 portion(s) (e.g., by making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection shall be
5 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
6 inspecting Party has identified the documents it wants copied and produced, the
7 Producing Party must determine which documents, or portions thereof, qualify for
8 protection under this Order. Then, before producing the specified documents, the
9 Producing Party must affix the CONFIDENTIAL legend or AEO legend to each page
10 that contains Protected Material. If only a portion or portions of the material on a
11 page qualifies for protection, the Producing Party also must clearly identify the
12 protected portion(s) (e.g., by making appropriate markings in the margins).

13 (b) for testimony given in depositions, the Designating Party shall indicate
14 on the record before the close of the deposition their intent to identify the Disclosure
15 or Discovery Material as either CONFIDENTIAL or HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY, and identify in writing to all Parties any and all
17 protected testimony within 30 days of receipt of the final transcript.

18 (c) for information produced in some form other than documentary and for
19 any other tangible items, the Producing Party shall affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the
21 CONFIDENTIAL legend or AEO legend. If only a portion or portions of the
22 information warrants protection, the Producing Party, to the extent practicable, shall
23 identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an
25 inadvertent failure to designate qualified information or items does not, standing
26 alone, waive the Designating Party’s right to secure protection under this Order for
27 such material. Upon timely correction of a designation, the Receiving Party must
28 make all reasonable efforts to ensure that the material is treated in accordance with

1 the provisions of this Order, including but not limited to contacting all individuals to
2 whom the material was disclosed and advising them that they must treat the material
3 in accordance with the provisions of this Order.

4
5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37.1 et seq.

11 6.3 The burden of persuasion in any such challenge proceeding shall be on
12 the Designating Party. Frivolous challenges, and those made for an improper purpose
13 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
14 expose the Challenging Party to sanctions. Unless the Designating Party has waived
15 or withdrawn the confidentiality designation, all parties shall continue to afford the
16 material in question the level of protection to which it is entitled under the Producing
17 Party's designation until the Court rules on the challenge.

18
19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending, or attempting to mediate or settle this Action.
23 Such Protected Material may be disclosed only to the categories of persons and under
24 the conditions described in this Order. When the Action has been terminated, a
25 Receiving Party must comply with the provisions of section 13 below (FINAL
26 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including In-House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during or in preparation for their depositions, witnesses, and attorneys
24 for witnesses, in the Action to whom disclosure is reasonably necessary, provided:

25 (1) the deposing party requests that the witness sign the form attached as Exhibit 1
26 hereto; and (2) they will not be permitted to keep any “Confidential Information” or
27 Items, unless otherwise agreed by the Designating Party or ordered by the court.

28 Pages of transcribed deposition testimony or exhibits to depositions that reveal

1 Protected Material may be separately bound by the court reporter and may not be
2 disclosed to anyone except as permitted under this Order; and

3 (i) any mediator, arbitrator, or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in settlement
5 discussions.

6
7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
9 writing by the Designating Party, a Receiving Party may disclose any information or
10 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
11 to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably necessary
14 to disclose the information for this Action;

15 (b) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) the court and its personnel;

19 (d) private court reporters and their staff to whom disclosure is reasonably
20 necessary for this Action and who have signed the “Acknowledgment and Agreement
21 to Be Bound” (Exhibit A);

22 (e) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (f) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;

27 (g) any mediator or settlement officer, and their supporting personnel
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1 For the avoidance of doubt, any information of item designated “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may not be disclosed to the
3 Receiving Party’s In-House Counsel unless the Receiving Party’s In-House Counsel
4 satisfies the criteria of 7.3(f).

5
6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification
13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order
15 to be issued in the other litigation that some or all of the material covered by the
16 subpoena or order is subject to this Protective Order. Such notification shall include
17 a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be
19 pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this
22 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY” before a determination by the court from which the subpoena or order
24 was issued, unless the Party has obtained the Designating Party’s permission in
25 writing. The Designating Party shall bear the burden and expense of seeking
26 protection in that court of its confidential material and nothing in these provisions
27 should be construed as authorizing or encouraging a Receiving Party in this Action
28 to disobey a lawful directive from another court.

1
2 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
3 PRODUCED IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information produced by a
5 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
6 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
7 Non-Parties in connection with this litigation is protected by the remedies and relief
8 provided by this Order. Nothing in these provisions should be construed as
9 prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party's confidential information in its possession, and the Party is
12 subject to an agreement with the Non-Party not to produce the Non-Party's
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-
15 Party that some or all of the information requested is subject to a confidentiality
16 agreement with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of this Order, the
18 relevant discovery request(s), and a reasonably specific description of the
19 information and/or documents requested; and

20 (3) make the information requested available for inspection by the
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within
23 14 days of receiving the notice and accompanying information, the Receiving Party
24 may produce the Non-Party's confidential information responsive to the discovery
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
26 not produce any information in its possession or control that is subject to the
27 confidentiality agreement with the Non-Party before a determination by the court.
28

Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve or destroy all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons return or destroy all unauthorized copies of the Protected Material and execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Order no Party waives any right it otherwise would have to object to disclosing or

1 producing any information or item on any ground not addressed in this Order.
2 Similarly, no Party waives any right to object on any ground to use in evidence of
3 any of the material covered by this Order.

4 12.3 Filing Protected Material. A Party that seeks to file any Protected
5 Material produced by any other Party must seek to file it under seal and, in so doing,
6 must comply with Civil Local Rule 79-5. If a Party seeks to file Protected Material
7 that it produced under seal, the Party must comply with Civil Local Rule 79-5.
8 Protected Material may only be filed under seal pursuant to a court order authorizing
9 the sealing of the specific Protected Material at issue. If a Party's request to file
10 Protected Material under seal is denied by the court, then that Party may file the
11 information in the public record unless otherwise instructed by the court.
12

13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 4, within 60
15 days of a written request by the Designating Party, each Receiving Party must return
16 all Protected Material to the Producing Party or destroy such material. As used in
17 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
18 summaries, and any other format reproducing or capturing any of the Protected
19 Material.

20 Notwithstanding this provision, Counsel are entitled to retain an archival copy
21 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
22 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
23 work product, and consultant and expert work product, even if such materials contain
24 Protected Material. Any such archival copies that contain or constitute Protected
25 Material remain subject to this Protective Order as set forth in Section 4
26 (DURATION).
27
28

1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
6

7
8 Dated: October 3, 2024

O'MELVENY & MYERS LLP

9
10 By: /s/ Daniel M. Petrocelli
Daniel M. Petrocelli

11
12 *Attorneys for Defendants CMG Media*
13 *Corporation, d/b/a Cox Media Group,*
14 *Apollo Global Management, Inc., and*
Houston McCurry

15
16 Dated: October 3, 2024

KINSELLA HOLLEY ISER KUMP
STEINSAPIR LLP

17
18 By: /s/ Suann C. MacIsaac
19 Suann C. MacIsaac

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21 *Attorneys for Defendant CoxReps, Inc.*
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1 Dated: October 3, 2024

EISNER LLP

2
3 By: /s/ Jeffery D. McFarland

4 Jeffery D. McFarland

5 *Attorneys for Plaintiff Ed Wilson*

6
7
8 **SIGNATURE ATTESTATION**

9 I hereby attest that all signatories listed, and on whose behalf this filing is submitted,
10 concur in its contents and have authorized this filing.
11

12 Dated: October 3, 2024

O'MELVENY & MYERS LLP

13
14
15 By: /s/ Daniel M. Petrocelli

16 Daniel M. Petrocelli

17 *Attorneys for Defendants CMG Media*
18 *Corporation, d/b/a Cox Media Group,*
19 *Apollo Global Management, Inc., and*
20 *Houston McCurry*

21
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23
24 DATED: October 9, 2024

25 

26
27 Hon. Brianna Fuller Mircheff
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[full name]**, of _____
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on **[date]** in the case of *Wilson v. CMG Media Corp.*, Case No. Case No. 2:23-cv-09492. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ **[full name]** of _____ **[full address and telephone number]** as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____